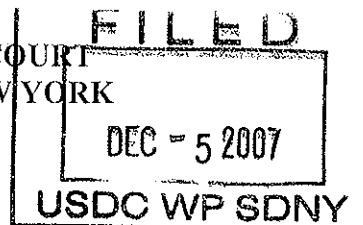


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



State Index No.: 302266/07

BETANCOURT PROPERTIES MANAGEMENT CORP.
and RENEWAL ARTS REALTY CORP.,

Plaintiffs,

Docket No.:

-against-

'07 CIV 11047

NOTICE OF REMOVAL

SIMPLEX GRINNELL LP a/k/a and/or d/b/a SIMPLEX
GRINNELL or TYCO/FIRE & SECURITY/SIMPLEX
GRINNELL,

Defendants.

JUDGE GRIESA

To: UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK:

Defendant SIMPLEXGRINNELL LP s/h/a SIMPLEX GRINNELL LP a/k/a and/or d/b/a
SIMPLEX GRINNELL or TYCO/FIRE & SECURITY/SIMPLEX GRINNELL ("Defendant"),
by and through their attorneys, GOLDBERG SEGALLA LLP, states as follows:

1. Upon information and belief, plaintiff commenced a civil action by filing a
Summons and Verified Complaint on or about October 28, 2007, in the Supreme Court of the
State of New York, County of Bronx, under Index No. 302266/07 and captioned as above.

2. Defendant was served with this Summons and Verified Complaint by Plaintiff via
the C.T. Corporation on or about November 7, 2007. A copy of C.T. Corporation's "Service of
Process Transmittal" is attached hereto as **Exhibit "A"**. This was the first notice Defendant
received regarding this matter.

3. Pursuant to 28 U.S.C. § 1446, this Notice of Removal is timely filed within thirty
(30) days of Defendant's receipt of the Summons and Verified Complaint.

4. In accordance with the provisions of 28 U.S.C. 1441, et seq., Defendant removes this action to the United States District Court for the Southern District of New York, which is the judicial district in which the action is pending.

5. Plaintiffs BETANCOURT PROPERTIES MANAGEMENT CORP. and RENEWAL ARTS REALTY CORP. ("Plaintiffs") are New York corporations with their principal place of business located at 804 East 138th Street, Bronx, New York 10454.

6. Defendant SIMPLEXGRINNELL LP s/h/a SIMPLEX GRINNELL LP a/k/a and/or d/b/a SIMPLEX GRINNELL or TYCO/FIRE & SECURITY/SIMPLEX GRINNELL, is a Delaware limited partnership with its principal place of business located at 1 Town Center Road, Boca Raton, Florida 33486.

7. Pursuant to 28 U.S.C. § 1332, there is diversity of citizenship between the parties, as they are citizens of different states.

8. The amount in controversy exceeds \$ 75,000, exclusive of interest and costs, in that Plaintiffs seek judgment against Defendant for punitive damages in the amount of \$ 500,000.

9. Insofar as the amount in controversy is alleged to exceed \$75,000.00 and full diversity exists between the parties, removal is proper pursuant to 28 USC § 1332(a) and 28 USC § 1441(a).

10. This case is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332, and is one which may be removed to this Court pursuant to the provisions of 28 U.S.C. §§ 1441 and 1446.

11. All state court papers served on and by the defendant at the time of removal, are attached hereto as follows:

A) **Exhibit "B"**: Plaintiffs' Summons and Complaint, dated October 22, 2007

12. A copy of this Notice of Removal shall be served upon Plaintiffs' counsel and filed with the Supreme Court of the State of New York, County of Bronx, pursuant to the requirements of 28 U.S.C. § 1446.

WHEREFORE, Defendant SIMPLEXGRINNELL LP s/h/a SIMPLEX GRINNELL LP a/k/a and/or d/b/a SIMPLEX GRINNELL or TYCO/FIRE & SECURITY/SIMPLEX GRINNELL, respectfully requests that the instant action be removed to this Court from the Supreme Court of the State of New York; that this Court accept jurisdiction of this action; and that this action be placed on the docket of this Court for all further proceedings, as though this action had been originally instituted in this Court.

PLEASE TAKE NOTICE THAT Defendant SIMPLEXGRINNELL LP s/h/a SIMPLEX GRINNELL LP a/k/a and/or d/b/a SIMPLEX GRINNELL or TYCO/FIRE & SECURITY/SIMPLEX GRINNELL respectfully requests a trial by jury of this action pursuant to Fed. R. Civ. P. 38(d) and L.R. 38.1 and 81.3.

Dated: White Plains, New York
December 5, 2007

GOLDBERG SEGALLA, LLP

By: 

MICHAEL D. SIALHOUB (MS-2879)
SUZIN L. RASO (SR-5426)

Attorneys for Defendant

170 Hamilton Avenue, Suite 203
White Plains, New York 10601
(914) 798-5400
File No.: 14502.0003

To: BRIAN M. LIMMER, ESQ.
Attorney for Plaintiffs
114 Old Country Road, Suite 460
Mineola, New York 11501
(516) 877-8100

93583.1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF THE BRONX

-----X
BETANCOURT PROPERTIES MANAGEMENT CORP. and
RENEWAL ARTS REALTY CORP.,

Plaintiffs,

-against-

Plaintiffs designates
Bronx County as
the place of Trial.

The basis of the
venue is:

Plaintiffs' business
address:
804 East 138th Street,
Bronx, NY 10454

SIMPLEX GRINNELL LP a/k/a and/or d/b/a
as SIMPLEX GRINNELL or TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL,

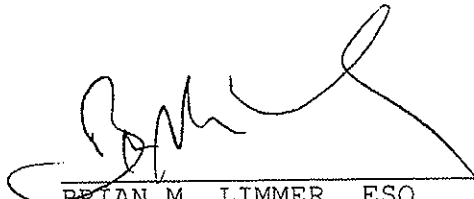
Defendant.

SUMMONS
INDEX #: 302266/07
DATE FILED: 10/28/07

-----X
To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the Complaint in this Action,
and to serve a copy of your Answer, or if the Complaint is not
served with the Summons, to serve a Notice of Appearance, on the
Plaintiffs' attorney within Twenty (20) days after the service
of this Summons, exclusive of the day of service, or within
Thirty (30) days after the completion of service where service
is made in any other manner then by personal delivery within
the State; and in case of your failure to appear, or answer,
judgment will be taken against you by default, for the relief
demanded in the Complaint.

Dated: Mineola, New York
October 22, 2007


BRIAN M. LIMMER, ESQ.
Attorney for Plaintiffs
114 Old Country Road
Suite 460
Mineola, NY 11501
(516) 877-8100

DEFENDANT'S ADDRESS:

SIMPLEX GRINNELL LP a/k/a and/or d/b/a
as SIMPLEX GRINNELL or TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL,
2323 Randolph Avenue
Second Floor, Avenel
New Jersey 07001.

SUPREME COURT OF THE STATE OF NEW JERSEY
COUNTY OF THE BRONX

-----X
BETANCOURT PROPERTIES MANAGEMENT CORP. and
RENEWAL ARTS REALTY CORP.,

Plaintiffs,

Index No. 302266/07
Date Filed: 10/28/07

-against-

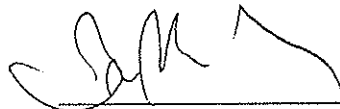
SIMPLEX GRINNELL LP a/k/a and/or d/b/a
as SIMPLEX GRINNELL or TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL,

Defendant.

-----X

I, BRIAN M. LIMMER, HEREBY CERTIFY THAT, to the best of my
knowledge, information and belief, formed after inquiry
reasonable under the circumstances, the presentation of the
SUMMONS AND VERIFIED COMPLAINT or the contentions therein are
not frivolous, as defined in subsection (c) of Section 130-1.1.

Dated: Mineola, New JERSEY
October 22, 2007



BRIAN M. LIMMER, ESQ.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF THE BRONX

-----X
BETANCOURT PROPERTIES MANAGEMENT CORP. and
RENEWAL ARTS REALTY CORP.,

Plaintiffs,

-against-

VERIFIED COMPLAINT

Index No. 302266/07

Date Filed: 10/28/07

SIMPLEX GRINNELL LP a/k/a and/or d/b/a
as SIMPLEX GRINNELL or TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL,

Defendant.
-----X

The Plaintiffs, by and through their attorney, Brian M.
Limmer, Esq., alleges the following:

FACTUAL ALLEGATIONS

1. The Plaintiffs, BETANCOURT PROPERTIES MANAGEMENT CORP.
and RENEWAL ARTS REALTY CORP. are domestic corporations organized
under and by virtue of the laws of the State of New York with its
principle places of business located at 804 East 138th Street,
Bronx, NY 10454.

2. Defendant, SIMPLEX GRINNELL LP, (hereinafter referred to
as "SIMPLEX"), is and was a foreign corporation organized under
and by virtue of the laws of the State of Delaware and has filed
a Certificate of Authority to do business in New York State as a
foreign corporation with a principle place of business located at
2323 Randolph Avenue, Second Floor, Avenel, New Jersey 07001.

3. Defendant, SIMPLEX is also known as SIMPLEX GRINNELL.

4. Defendant, SIMPLEX is also known as TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL.

5. Defendant, SIMPLEX does business as SIMPLEX GRINNELL

6. Defendant, SIMPLEX does business as TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL.

7. That on or about May 14, 2007 and continuing thereafter, the Plaintiffs retained the Defendant, SIMPLEX wherein said Defendant agreed to render certain constructing contracting and related services and materials for or on behalf of the Plaintiffs with respect to a certain construction project located at 804 East 138th Street, Bronx, NY 10454 (hereinafter referred to as the "premises").

8. That at all relevant times mentioned herein, the Defendant, SIMPLEX, its agents, servants and/or employees made material representations to the Plaintiffs that it was: (a) competent to render construction contracting services to the Plaintiffs in the subject construction project; and (b) would utilize, at minimum, the standard of rendering construction contracting services of a type and quality that was usual and customary for a similarly situated construction company in the same general community to render to the Plaintiffs in the construction project referred to above and in all matters related thereto and that such services, labor and materials would be provided and furnished in a good and workmanlike

manner.

9. That the Defendant, SIMPLEX, pursuant to agreements with the Plaintiffs, was to provide and/or furnish certain work, labor, services and/or materials with respect to the construction project referred to above wherein said Defendant, was engaged as a contractor by the Plaintiffs.

10. That the Defendant, SIMPLEX, its agents, servants and/or employees represented and warranted to the Plaintiffs that said Defendant, its, their agents, servants and/or employees were competent in their respective fields of trade and expertise and would perform in a good and workmanlike manner at the construction project referred to above.

11. That the Plaintiffs relied upon said material representations to its potential detriment.

12. Defendant SIMPLEX was duly provided with a Notice of Default by Plaintiffs regarding the premises.

13. Defendant SIMPLEX did not cure the Notice of Default regarding the premises.

FIRST CAUSE OF ACTION

14. The Plaintiffs repeats, reiterates and realleges the above allegations as if more fully set forth below.

15. That the Defendant, SIMPLEX, its agents, servants and/or employees was not competent to render construction contracting services to the Plaintiffs in the construction project referred to above and in all matters related thereto.

16. That the Defendant, SIMPLEX, its agents, servants and/or employees, breached its contract, oral and/or written with the Plaintiffs, to render competent construction and related services on behalf of the Plaintiffs in the construction project referred to above and in all related thereto.

17. That the Defendant, SIMPLEX, its agents, servants and/or employees, did not render construction contracting and related services in a competent manner to the Plaintiffs.

18. The Defendant, SIMPLEX, its agents, servants and/or employees, deviated from the standard of rendering construction contract and related services of a type and quality that was usual and customary for a similarly situated construction company in the same general community to render to the Plaintiffs in the construction project referred to above and in all matters related thereto.

19. That the Defendant, SIMPLEX, its agents, servants and/or employees breached its agreement with the Plaintiffs to provide workers as described above; further failed to provide the Plaintiffs with work, labor and/or services in a good or workmanlike manner and/or furnished defective or non-conforming goods and materials; and also failed to complete work at the respective project.

20. That the Plaintiffs was damaged pursuant to the acts, omissions and resulting breach of contract of the Defendant.

21. That the acts, omissions and resulting breach of

contract alleged above was the proximate cause of the damages sustained by the Plaintiffs herein without any comparative fault on the part of the Plaintiffs.

22. That by reason of the above, the Plaintiffs has been damaged in an amount that exceeds the monetary jurisdiction of the lower Courts.

SECOND CAUSE OF ACTION

23. The Plaintiffs repeat, reiterate and reallege the above allegations as if more fully set forth below.

24. Upon information and belief, the Defendant SIMPLEX, its agents servants and/or employees, was careless, negligent and/or reckless in rendering construction contracting and related services to the Plaintiffs.

25. That the Defendant, SIMPLEX, its agents, servants and/or employees was careless, reckless and/or negligent with respect to the management, maintenance, supervision and/or control of their respective business, officers and responsibilities causing the Defendant, to fail to provide the Plaintiffs with work, labor and/or services in a good or workmanlike manner; causing the Defendant to furnish defective or non-conforming goods and materials; and also causing the Defendant to fail to complete work at the respective project thereby causing the Plaintiffs to become damaged.

26. That the Plaintiffs were damaged pursuant to the Defendant's carelessness, negligence and/or recklessness

referred to above.

27. That the carelessness, negligence and/or recklessness alleged above was the proximate cause of the damages sustained by the Plaintiffs herein without any comparative fault on the part of the Plaintiffs.

28. That by reason of the above, the Plaintiffs has been damaged in an amount that exceeds the monetary jurisdiction of the lower Courts.

THIRD CAUSE OF ACTION

29. The Plaintiffs repeat, reiterate, and reallege each and every allegation set forth above as if more fully set forth below.

30. Defendant SIMPLEX, its agents, servants and/or employees represented and warranted to the Plaintiffs that it was qualified in every respect with respect to the subject construction project and to retain subcontractors to perform in a good, accepted and workmanlike manner for and on behalf of the Plaintiffs.

31. Upon information and belief, the Defendant SIMPLEX, its agents, servants and/or employees fraudulently induced the Plaintiffs and acted in a conspiracy to defraud the Plaintiffs of valuable consideration with respect to the subject construction project.

32. By reason of the foregoing, Defendant SIMPLEX, its agents, servants and/or employees perpetrated a fraud upon

the Plaintiffs.

33. By reason of the foregoing, Defendant SIMPLEX perpetrated a fraud upon the Plaintiffs in an ultra vires act.

34. By reason of the foregoing, the Defendant SIMPLEX, its agents, servants and/or employees acted in a wanton, malicious, cruel and reprehensible manner towards the Plaintiffs.

35. By reason of the foregoing, the Plaintiffs also requests that punitive damages be awarded against the Defendants in an amount to be awarded by the trier of fact in an amount of not less than \$500,000.00.

FOURTH CAUSE OF ACTION

36. The Plaintiff BETANCOURT PROPERTIES MANAGEMENT CORP. repeat, reiterates, and realleges each and every allegation set forth above as if more fully set forth below.

37. Plaintiff BETANCOURT PROPERTIES MANAGEMENT CORP. entered into a service agreement with Defendant SIMPLEX for the fire alarm system said Defendant was obligated to provide in whole or in part to the Plaintiffs as more fully set forth above.

38. The Defendant SIMPLEX engaged in anticipatory breach of the aforesaid service agreement thereby rendering it null, void and unenforceable by said Defendant's breach of contract and/or negligence and/or fraud set forth above, evidencing an intent not to honor its contractual obligations to the Plaintiffs for

the labor and/or materials needed to render Plaintiffs' fire alarm in working and proper order as well as the service agreement itself.

39. The said Plaintiff also requests declaratory relief of this Court to adjudicate the rights and obligations of the parties herein and to declare the aforementioned service agreement null, void and unenforceable.

40. Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiffs respectfully demand judgment as follows:

1. In the First Cause of Action against the Defendant in an amount that exceeds the monetary jurisdiction of the lower Courts;

2. In the Second Cause of Action against the Defendant in an amount that exceeds the monetary jurisdiction of the lower Courts;

3. In the Third Cause of Action against the Defendants in an amount that exceeds the monetary jurisdiction of the lower Courts;

4. In the Fourth Cause of Action for declaratory relief adjudicating the rights and obligations of the parties herein and to declare the aforementioned service agreement null, void and unenforceable.

5. Reasonable attorneys' fees;

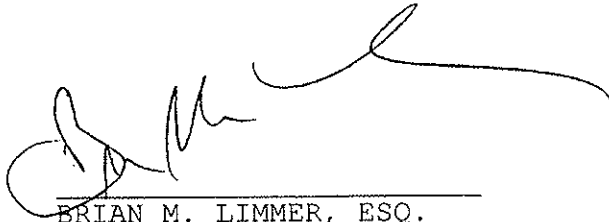
6. Costs and disbursements;

7. Punitive damages against the Defendants be awarded by the trier of fact in an amount of not less than \$500,000.00;

8. Applicable interest; and

9. For such other and further relief as this Court deems just, proper and equitable.

Dated: Mineola, New York
October 22, 2007

A handwritten signature in black ink, appearing to read 'B. Limmer', is written over a horizontal line.

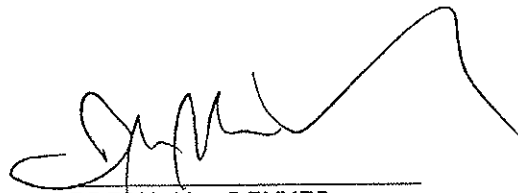
BRIAN M. LIMMER, ESQ.
Attorney for Plaintiffs
114 Old Country Road
Suite 460
Mineola, NY 11501
(516) 877-8100

ATTORNEY'S VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, the undersigned, an attorney admitted to practice in the Courts of the State of New York, state that I am Brian M. Limmer, Esq., the attorney of record for the Plaintiffs in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. The reason this verification is made by me and not by my client is because your deponent maintains his law office in a County other than where my client maintains their principal place of business/ resides. The grounds to my belief as to all matters not stated upon my own knowledge are based upon communications with my client.

Dated: Mineola, New York
October 22, 2007



BRIAN M. LIMMER

SUPREME COURT OF THE STATE OF NEW SIMPLEX
COUNTY OF THE BRONX

-----X
BETANCOURT PROPERTIES MANAGEMENT CORP. and
RENEWAL ARTS REALTY CORP.,

Plaintiffs,

-against-

Index No. 302266/07
Date Filed: 10/28/07

SIMPLEX GRINNELL LP a/k/a and/or d/b/a
as SIMPLEX GRINNELL or TYCO/FIRE &
SECURITY/SIMPLEX GRINNELL,

Defendant.
-----X

SUMMONS AND
VERIFIED COMPLAINT

Law Office of Brian M. Limmer. Esq.
Attorney for Plaintiffs
114 Old Country Road
Suite 460
Mineola, NY 11501
(516) 877-8100

CERTIFICATE OF MAILING

I hereby certify that on December 5, 2007, I served a copy of the **NOTICE OF REMOVAL, RULE 7.1 DISCLOSURE and DEMAND FOR A JURY TRIAL** upon:

BRIAN M. LIMMER, ESQ.
Attorneys for Plaintiffs
114 Old Country Road, Suite 460
Mineola, New York 11501

at the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a post-paid, properly addressed wrapper, in a post-office/official depository under the exclusive care and custody of the United States Postal Service within the State of New York

Dated: White Plains, New York
December 5, 2007

Respectfully submitted,

By: 

MICHAEL D. SHALHOUB (MS-2879)
GOLDBERG SEGALLA LLP

Attorneys for Defendants

170 Hamilton Avenue, Suite 203
White Plains, New York 10601-1717
(914) 798-5400
GS File No: 14502.0003

Resp 12/15/07

CT CORPORATION

A WoltersKluwer Company

**Service of Process
Transmittal**

11/15/2007

CT Log Number 512795140



TO: Joanna Castaldi
Tyco Fire and Security
One Town Center Road, 7th Floor
Boca Raton, FL 33486-

RE: Process Served in New York

FOR: SimplexGrinnell LP (Domestic State: DE)

NOV 19 2007

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Betancourt Properties Management Corp. and Renewal Arts Realty Corp.,
Pltfs. vs. SimplexGrinnell LP, etc., Dft.

DOCUMENT(S) SERVED: Letter, Summons, Verified Complaint, Verification

COURT/AGENCY: Bronx County: Supreme Court, NY
Case # 302266/07

NATURE OF ACTION: Monies Due and Owing - Services Rendered - Amount \$500,000.00

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Certified Mail on 11/15/2007 postmarked on 11/09/2007

APPEARANCE OR ANSWER DUE: Within 30 days after completion of service

ATTORNEY(S) / SENDER(S): Brian M. Limmer
114 Old Country Road
Suite 460
Mineola, NY 11501
516-877-8100

REMARKS: Papers were served on the New York State Secretary of State on 11/07/2007.

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day , 790383827765
Email Notification, Dennis Lynch dlynch@tyco.com
Email Notification, Joanna Castaldi jcastaldi@tycoint.com
Email Notification, Pasquale D'Orsi PDORSI@TYCOINT.COM

SIGNED: C T Corporation System
PER: Christopher Tilton
ADDRESS: 111 Eighth Avenue
New York, NY 10011
TELEPHONE: 212-894-8940

Page 1 of 1 / SA

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

State of New York - Department of State
Division of Corporations

Party Served:
SIMPLEXGRINNELL LP

Plaintiff/Petitioner:
BETANCOURT PROPERTIES
MANAGEMENT CORP.

C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

Dear Sir/Madam:
Enclosed herewith is a legal document which was served upon the Secretary of State on 11/07/2007 pursuant to SECTION 121-109 OF THE REVISED LIMITED PARTNERSHIP ACT. This copy is being transmitted pursuant to such statute to the address provided for such purpose.

Very truly yours,
Division of Corporations